

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 50	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office – OP-OS-ODIN Kennedy Space Center, FL 32899	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) OAO Corporation 7375 Executive Place Seabrook MD 20706		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. NAS5-98144/NNK05OA14D
			10B. DATED (SEE ITEM 13) December 1, 2004
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: NAS5-98144 Contract Clause C.7 Technology Refreshment Process and FAR Clause 52.212-4 Contract Terms and Conditions-Commercial Items, (c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.


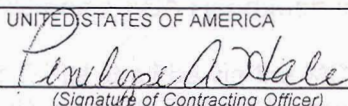
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

KENNEDY SPACE CENTER --- ODIN SERVICES

Incorporate LCS and Goodlink Services (Infrastructure)

Contract Value \$341,265.00 (INCREASE)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Keith L. Spencer Sr. Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Penelope A. Hale Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/5/2006	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/6/2006

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

1. The purpose of this modification is to incorporate the LCS (Live Communications Services) and Goodlink Services portion of the infrastructure upgrade for Continuous Operations Messaging (COM) Project into this Delivery Order. COM is now referred to as NOMAD (NASA Operations Messaging and Directory). The remainder of the COM project was incorporated into this delivery order by Modification 30. This effort is also included in the architecture of the NASA Headquarters HEMI project which was incorporated into the JSC ODIN Delivery Order NNJ05JA19D via modification 10.
2. The total price is \$408,405.00 for this action but the amount due to the Contractor is reduced to \$341,265.00 in consideration of credits provided by Glenn Research Center based on reduction of the IMAF requirements (under ODIN Delivery Order NNC04QA20D).
3. In accordance with Master Contract NAS5-98144, C.7, Technology Refreshment Process, the technology refreshment services referenced below is hereby incorporated into this Delivery Order at a fixed price of \$341,265.00.
4. LCS/Goodlink services are an integral part of the NOMAD (COM) infrastructure effort initiated via modification 30, Consequently ODIN shall provide the following
 - a. ODIN shall assume operation and maintenance responsibilities for LCS from the current contractor, UNITEs, within 30 days of system upgrade by UNITEs to version 2006 (GFE via UNITEs) and upon receipt of operational documentation (e.g. operational processes). NASA will ensure that this documentation will be made available to ODIN within 30 calendar days of the upgrade to Version 2006.
 - i. The operational system delivered by UNITEs will include all necessary hardware and ancillary hardware (e.g., racks, accessories, backup drives, etc.), as well as all necessary server operating system and application software, and client licenses for all devices covered by Goodlink services at the time service is transitioned to ODIN.
 - ii. The operational system delivered by UNITEs includes the following maintenance and warranty coverage:
 1. Hardware OEM warranty coverage or hardware maintenance through November 30, 2007
 2. Software license upgrade protection for server operating systems on all transitioned servers that extends through November 30, 2007.
 - iii. ODIN shall assume O&M from that point and will include software updates and hardware maintenance. Replacement or major upgrade of hardware, or technology infusion related to hardware or software shall be addressed in a new infrastructure upgrade proposal (IUP).
 - b. Client Software Licenses for LCS shall be provided at no additional cost to the Government. This license includes provision for use by messaging services users at JSC, KSC, MSFC, SSC, GRC and NASA Headquarters and their respective satellite facilities.
 - c. Provision of Goodlink services under ODIN shall be via the MC2 seat (currently proposed for ODIN) or equivalent ODIN seat. ODIN shall assume operation and maintenance responsibilities of Goodlink servers and services from UNITEs concurrently with the transition of LCS, provided the MC2 seat or equivalent seat is available on ODIN delivery orders. If the MC2 seat or equivalent seat is not available at the time of the transition of LCS, ODIN shall assume operation and

maintenance responsibilities of Goodlink servers and services upon approval of the ODIN contract modification establishing the MC2 seat, and upon user subscription to the MC2 seat or equivalent seat on subject ODIN delivery orders. In accordance with the proposed MC2 seat definition, all server hardware and software for Goodlink services will be GFE and of sufficient capacity and configuration to meet NASA's requirements. Any additional server hardware and software required for Goodlink services shall also be GFE.

5. Part V "Technology Infusion (Infrastructure Upgrades)", Item 3 is modified to include the subject infrastructure upgrades. The signed date and completion date will be completed in a future infrastructure upgrade modification.

Mod	Description	Date Signed	Amount
50	LCS and Goodlink Services for COM		\$ 341,265.00

Payment: Invoicing and Payment for this modification will be made in accordance with Master Contract NAS5-98144, FAR 52.212-4: Commercial Items (May 1997) (Modified) in accordance with the following schedule. Payment of \$341,265 shall be made upon Contractor assuming operational responsibility for LCS and Goodlink.

6. Schedule: The completion of this effort shall be September 30, 2006.
7. In consideration of the modification agreed to herein as complete equitable adjustment for the changes set forth, the Contractor hereby releases the Government from any and all liability under this delivery order for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.
8. All other terms and conditions of this Delivery Order remain unchanged and in full force and effect.